

The Parties

3. Plaintiff Mathew Marine was and still is a corporation or other business entity organized and existing under the laws of the State of Texas with a registered office at 4001 Navigation Blvd., Houston, Texas 77003.

4. Defendant M/V KANG SHENG KOU was and still is a China People's Republic flagged vessel, 15,840 gross tons, call sign BOKF, IMO Number 9223289, which is now and will be during the pendency of this action within the navigable waters of this district and within the jurisdiction of this Honorable Court. The M/V KANG SHENG KOU is presently berthed at the Port of Freeport, Freeport, Texas.

5. Defendant Tianjin Cosco Shipping Co., Ltd. was and still is a foreign corporation or other business entity with its registered office located at Jiangyue Lu, Wuyang Xincheng, Yuexiu Qu, Guangzhou Guangdong, People's Republic of China, and may be served at that address.

The Facts

6. Plaintiff Mathew Marine is a ship repair, maintenance and fabrication company and provides marine services throughout the United States and the world. In or about September 2009, Plaintiff agreed to provide the necessary labor, equipment and materials to fabricate, install and weld certain cradles onboard to support the loading of heavy cargo on the M/V KANG SHENG KOU at the request and upon the order of the Owner and/or Manager and/or Operator, or other authorized representative of the Vessel, during the Vessel's call at the Port of Freeport, Texas. Please see Mathew Marine's Estimate attached herewith as Exhibit A and the confirmation attached herewith as Exhibit B, both incorporated by reference for all purposes. At some point during the installation process, it was brought to Plaintiff's attention that additional fabrication, installation and welding was needed. This additional work was not part of Plaintiff's original Estimate and on September 29,

2009, Plaintiff verbally notified the Vessel's representative that the additional work was not part of the original Estimate. Therefore, Plaintiff contacted the Vessel's authorized representative by email dated October 2, 2009 (see Exhibit C attached herewith and incorporated by reference for all purposes) and provided a revised Estimate (see Exhibit D attached herewith and incorporated by reference for all purposes). In this capacity, Mathew Marine provided the necessary labor, equipment and materials to prepare the cradles in question, including the additional fabrication and installation contained in Plaintiff's revised Estimate, all of which was acknowledged by the Vessel's master by his signature and Vessel's stamp on Mathew Marine's Interim Work Report attached herewith as Exhibit E. Thereafter, Plaintiff was wrongfully terminated and was not given an opportunity to complete the job. In this regard, Plaintiff Mathew Marine has received a partial payment of \$50,000.00 and now has a balance of unpaid expenses for these items already furnished to the M/V KANG SHENG KOU at the request of and upon the order of her Owner and/or Manager and/or Operator and/or other authorized representative of the Vessel, in the amount, as nearly as can be presently calculated, of \$238,475.00. A true and correct copy of the Interim Invoice is attached herewith as Exhibit F and incorporated by reference for all purposes.

9. Plaintiff Mathew Marine presented Owner and/or Manager and/or Operator of the Vessel, through its duly authorized agent or representative, with its Interim Invoice reflecting a balance due in the amount of \$238,475.00 in favor of Mathew Marine for labor, equipment and materials provided to the Vessel, and duly demanded payment.

10. Despite due demand, Defendant and/or her Owner and/or Manager and/or Operator has wrongfully refused and failed to pay the \$238,475.00 balance owing to Plaintiff Mathew Marine under the Interim Invoice.

11. The Defendant's and/or Owner's and/or Manager's and/or Operator's wrongful refusal and/or failure to pay the \$238,475.00 balance owing to Mathew Marine under the Interim Invoice constitutes a material breach and wrongful repudiation of the agreement.

12. Because of this material breach and wrongful repudiation, Plaintiff Mathew Marine is owed and has sustained damages in the approximate amount of \$238,475.00, together with interest, costs, expenses and attorneys fees, no part of which has been paid, although duly demanded.

13. Plaintiff Mathew Marine alleges that it has a maritime lien against the M/V KANG SHENG KOU for sums due it for the labor, equipment and materials supplied to the Vessel and therefore files this Complaint to enforce its lien.

In rem claim against the M/V KANG SHENG KOU

14. Plaintiff Mathew Marine realleges and incorporates by reference each and every allegation set forth in paragraphs 1 to 13 as if fully set out at length.

15. Plaintiff Mathew Marine has a maritime lien, pursuant to 46 U.S.C. § 31341, *et. seq.*, against the M/V KANG SHENG KOU in the amount, as nearly as can be calculated, of \$238,475.00 for labor, equipment and materials furnished to the Vessel at the request of and upon the order of her Owner and/or Manager and/or Operator and/or other authorized representative of the Vessel, which may be enforced by the *in rem* seizure of the vessel. Pursuant to Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, Plaintiff Mathew Marine requests that process in due form of law, according to the practices of this Court, issue against the M/V KANG SHENG KOU, her equipment, appurtenances and freights, etc., *in rem*, and that all persons claiming any interest in the Vessel or in this matter be required to appear and answer the matters set forth above.

Conditions Precedent

16. All conditions precedent have been performed or have occurred.
17. All and singular of the premises are true and within the admiralty jurisdiction of the United States of America and of this Honorable Court.

Prayer

WHEREFORE, Plaintiff prays:

- a. That process in due form of law, according to the practice of this Court in cases of admiralty jurisdiction issue against the M/V KANG SHENG KOU, her equipment, appurtenances and freights, etc., *in rem*, and that all persons claiming any title or right to said vessel be cited to appear and answer under oath the allegations of this Verified Original Complaint;
- b. That a judgment be entered in favor of Plaintiff against the M/V KANG SHENG KOU, her equipment, appurtenances and freights, etc., *in rem*, in the approximate amount of \$238,475.00, together with interest, costs, expenses and attorneys' fees;
- c. That the M/V KANG SHENG KOU, her equipment, appurtenances and freights, etc., *in rem*, be condemned and sold, free and clear of all liens and encumbrances to satisfy the judgment against the Vessel and that this Court award Plaintiff out of the proceeds of said sale the full amount of its damages, together with interest, costs, expenses and attorneys' fees; and
- d. That this Court grant to Plaintiff such other and further relief as may be just and proper.

Respectfully submitted,

/s/ Dimitri P. Georgantas
Dimitri P. Georgantas
Attorney-in-Charge
Federal I.D. No. 2805
Texas State Bar No. 07805100
Kevin P. Walters
Federal I.D. No. 5649
Texas State Bar No. 20818000
815 Walker Street, Suite 953
Houston, Texas 77002
(713) 546-9800 Telephone
(713) 546-9806 Facsimile

ATTORNEYS FOR PLAINTIFF,
MATHEW MARINE, INC.

OF COUNSEL:
CHAFFE McCALL, L.L.P.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

MATHEW MARINE, INC.

Plaintiff,

V.

M/V KANG SHENG KOU, her equipment,
appurtenances, and freights, *in rem*, and
TIANJIN COSCO SHIPPING CO., LTD.,
in personam

Defendants

C.A. No. _____
IN ADMIRALTY, Rule 9(h)

STATE OF TEXAS

COUNTY OF HARRIS

VERIFICATION

BEFORE ME, the undersigned authority, on this day personally appeared Demetrios Halastaras, who being duly sworn, deposed and stated as follows:

"I am the President of Plaintiff, Mathew Marine, Inc. I have read the foregoing Verified Original Complaint and know the contents thereof, and that the same are true and correct to the best of my knowledge, information and belief."

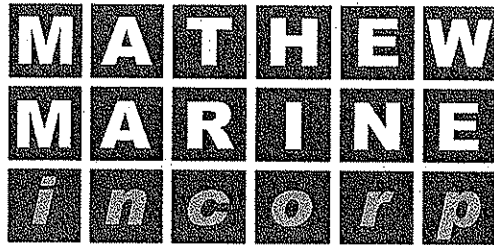
Demetrios Halastaras

SUBSCRIBED AND SWORN to before me on October 8th, 2009.

Notary Public, State of Texas



EXHIBIT A



TM

PHYSICAL: 4001 NAVIGATION BLVD, HOUSTON, TX 77003
EMAIL: INFO@MATHEWMARINE.COM

TEL: 713-227-4004
FAX: 713-227-2666

ESTIMATE

INFO: M/V KANG SHENG KOU
c/o Far East Marine Service, Inc.
8833 Knight Rd
Houston, TX 77054-4301

DATE : September 4, 2009
ESTIMATE NO: 29095-q0
P.O. NO. :

FURNISH NECESSARY LABOR, EQUIPMENT AND MATERIAL CARRY OUT THE FOLLOWING REPAIRS FOR THE ABOVE NAMED VESSEL.

A. MAIN DECK INSTALLATION

- Install the following vessel supplied items and weld in place.
- Three (3) pcs. 5m guideposts
- Three (3) pcs. 10m guideposts
- Two (2) pcs. 6m guideposts
- Four (4) pcs. Type 1 strongbox
- Ten (10) pcs. Type 2 strongbox
- Twenty-eight (28) pcs. seafasting
- Fabricate one hundred nine (109) pcs. cribbing supports and weld in place.

Total cost for above items.....\$ 110,000.00
Total time required.....5 days

- Please Note:**
- 1) Forklift and crane support shall be provided by the vessel.
 - 2) All work done in accordance with vessel specifications.
 - 3) Any barge/launch or dock costs and fees to be arranged by vessel.
 - 4) Estimate is based on work done in Freeport, TX area and includes room and board.
 - 5) Estimate does not included any delays due to weather.

TERMS OF ESTIMATE: THIS ESTIMATE IS VALID FOR THIRTY (30) DAYS FROM THE DATE ABOVE. UPON THE EXPIRATION OF THIS ESTIMATE, A NEW ESTIMATE MUST BE REQUESTED. THIS ESTIMATE IS NOT BINDING WITHOUT THE NECESSARY SIGNATURE. NO MODIFICATIONS CAN BE MADE WITHOUT THE APPROVAL OF THE UNDERSIGNED. ACCEPTANCE OF THIS ESTIMATE IS BINDING AND SUBJECT TO THE STATUTES AND LIMITATIONS OF THE LAW.

HUBZONE CERTIFIED

EXHIBIT B

FAR EAST MARINE SERVICE, INC.

8833 KNIGHT ROAD HOUSTON, TEXAS 77054, U.S.A

TEL: 713-676-2340

FAX: 713-676-2461

E-MAIL: FarEmarine@aol.com

TO: MATHEW MARINE INCORP
ATTN: JIMY

SEP 16TH 2009

RE: MV KANG SHENG KOU

ETA: FREEPORT 26TH SEP 2009

PLEASE ARRANGE NECESSARY LABOR, EQUIPMENT AND MATERIAL CARRY OUT ACCORDING TO YOUR QUOTATION NO. 29095-q0 DATED SEP 4TH 2009 AND DISCUSSED WITH YOU BEFORE.

PLEASE COOPERATE WITH OUR REPRESENTATIVE, MR. NENAD PESIC AND MR. MARK SMITH. ALSO OWNERS SUPERINTENDENT MR. ANDY COX.

1. WORKING TERM: 5 DAYS ONLY
2. PAYMENT: 50% WHEN COMPLETE
50% 30 DAYS
3. WELDER NEED CERTIFICATION OF ABS OR DNV

IF YOU HAVE ANY QUESTION, PLEASE CONTACT WITH US ANYTIME.

WE NEED MEETING WITH YOU FOR WORK MAYBE 22ND SEP 2009 IN OUR OFFICE.

REGARDS A. SATO

EXHIBIT C

Demetrios Halastaras

From: Demetrios Halastaras
Sent: Friday, October 02, 2009 2:19 PM
To: 'faremarine@aol.com'
Cc: Mathew Marine
Subject: MV KANG SHENG KOU clarifications

Mr. Sato,

As you know, the original estimate that we gave was based only on the installation and welding of the steel products. This is of course evident on the approved estimate 29095-q0. At no time were we aware of the possibility that we were to install the cribbing as well. However, as we said we are happy to assist in any way possible, including installing the cribbing. As such we have been doing exactly what was requested of us, which was to install the cribbing, for the last five (5) days. As a result of the focus on the cribbing, a large amount of the original workscope remains to be completed requiring additional time.

Please understand that estimates are only as good as the information given, and therefore can vary, should the workscope change. Because the work being done is on time and material basis, the final cost is based on the length of time worked. Although we cannot offer an exact amount for the final cost, we can extend a 5% discount from the final invoice when the full workscope, as referenced by 29095-q2, is completed and invoiced.

Should these terms be unacceptable, please advise other option and we will be happy to work with you to come to a mutually beneficial solution. We will stipulate however that should we be stopped prior to the completion of the full work scope we will require full payment to date prior to departing the vessel to await reactivation instructions.

Sincerely,
Demetrios Halastaras
Mathew Marine Inc.

Physical : 4001 Navigation Blvd.
Houston, TX 77003
USA
Web : www.mathewmarine.com
Email : d_halastaras@mathewmarine.com
Direct : +1-713-227-4004 ext.12
Fax : +1-713-227-2666

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It is the responsibility of the addressee to scan this email and any attachments for computer viruses or other defects.
The sender does not accept liability for any loss or damage of any nature, however caused, which may result directly or indirectly from this email or any file attached.

EXHIBIT D



TM

PHYSICAL: 4001 NAVIGATION BLVD. HOUSTON, TX 77003
 EMAIL: INFO@MATHEWMARINE.COM

TEL: 713-227-4004
 FAX: 713-227-2666

ESTIMATE

INFO: M/V KANG SHENG KOU
 c/o Far East Marine Service, Inc.
 8833 Knight Rd
 Houston, TX 77054-4301

DATE : October 2, 2009
ESTIMATE NO: 29095-q2
P.O. NO. :

FURNISH NECESSARY LABOR, EQUIPMENT AND MATERIAL CARRY OUT THE FOLLOWING REPAIRS FOR THE ABOVE NAMED VESSEL.

A. MAIN DECK INSTALLATION

- Install all vessel supplied cribbing in locations specified by Far East representatives using vessel supplied forklifts and cranes.
- Fabricate one hundred nine (109) pcs. cribbing supports and weld in place.
- Install the following vessel supplied items and weld in place.
 - Three (3) pcs. 5m guideposts
 - Three (3) pcs. 10m guideposts
 - Two (2) pcs. 6m guideposts
 - Four (4) pcs. Type 1 strongbox
 - Ten (10) pcs. Type 2 strongbox
 - Twenty-eight (28) pcs. seafasting

Total cost for above items.....\$ 290,000.00
 Total time required.....10 days

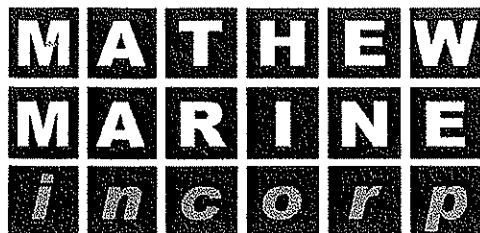
- Please Note:**
- 1) Forklift and crane support shall be provided by the vessel.
 - 2) All work done in accordance with vessel specifications.
 - 3) Any barge/launch or dock costs and fees to be arranged by vessel.
 - 4) Estimate is based on work done in Freeport, TX area and includes room and board.
 - 5) Estimate based on current labor rates.
 - 6) Estimate does not included any delays due to weather.

TERMS OF ESTIMATE: THIS ESTIMATE IS VALID FOR THIRTY (30) DAYS FROM THE DATE ABOVE. UPON THE EXPIRATION OF THIS ESTIMATE, A NEW ESTIMATE MUST BE REQUESTED. THIS ESTIMATE IS NOT BINDING WITHOUT THE NECESSARY SIGNATURE. NO MODIFICATIONS CAN BE MADE WITHOUT THE APPROVAL OF THE UNDERSIGNED. ACCEPTANCE OF THIS ESTIMATE IS BINDING AND SUBJECT TO THE STATUTES AND LIMITATIONS OF THE LAW.

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EXHIBIT E



TM

PHYSICAL: 4001 NAVIGATION BLVD, HOUSTON, TX 77003
E-MAIL: INFO@MATHEWMARINE.COM

TEL: 713-227-4004
FAX: 713-227-2666

INTERIM WORK REPORT

SOLD: M/V KANG SHENG KOU
c/o Far East Marine Service, Inc.
8833 Knight Rd
Houston, TX 77054-4301

DATE : October 5, 2009
ORDER NO. : 29106
P.O. NO. : Sato

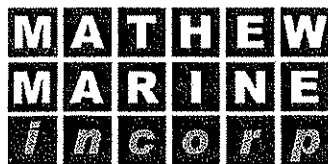
FURNISHED NECESSARY LABOR, EQUIPMENT AND MATERIAL TO CARRY OUT THE FOLLOWING REPAIRS FOR THE ABOVE NAMED VESSEL.

A. MAIN DECK INSTALLATION

- Transported all fabricated pcs. material and equipment from our facility in Houston, TX to vessel in Freeport, TX.
- Setup all necessary equipment and material onboard vessel and began perform hotwork upon receipt of hot work permit from Chemist.
- Using one (1) vessel forklift installed all vessel supplied cribbing woods measuring 12" x 12" x 12' to create necessary supports totaling 52" height to support four (4) boats to be loaded on deck in locations specified by Far East and vessel representatives.
- Fabricate approximately one hundred (100) pcs. cribbing supports measuring approximately 48" height x 36" width using 4" x 4" x 3/8" angle bar. and weld in place behind and in front of cribbing support to keep all wood upright.
- Fabricated and installed approximately one hundred (100) pcs. cribbing straps and welded onto all cribbing supports and to deck as required.
- Install three (3) pcs. 5m guidepost and found two (2) guide posts to be severely uneven and required multiple passes of weld totaling approximately 30mm width to properly weld guide posts to deck.
- Install three (3) pcs. 10m guidepost and found all guide posts to be severely uneven and required multiple passes of weld totaling approximately 30mm width to properly weld guide posts to deck.
- Install two (2) pcs. 6m guidepost and found all guide posts to be severely uneven and required multiple passes of weld totaling approximately 30mm width to properly weld guide posts to deck.



TERMS OF SALE: IF THIS ACCOUNT IS NOT PAID WITHIN 30 DAYS FROM THE DATE OF SERVICE THE UNDERSIGNED AGREES TO PAY INTEREST ON THE BALANCE DUE AT THE RATE OF 1.25% PER MONTH (18% ANNUAL PERCENTAGE RATE) UNTIL THE ACCOUNT IS PAID IN FULL. THE UNDERSIGNED AGREES THAT IF THIS ACCOUNT IS REFERRED TO AN ATTORNEY FOR COLLECTION THAT THE UNDERSIGNED WILL PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEY'S FEES.



ORDER NO.: 29106
M/V KANG SHENG KOU

PAGE: 2 of 3

- Placed twenty-eight (28) pcs. seafasting and fourteen (14) strongboxes in approximately location of where they are to be installed and tacked to deck so as to not move when boats are loaded.
- Cleaned up work area inspected by Far East and vessel representative and found to be in good order.

MATERIALS USED ONBOARD

- Thirty (30) cylinders acetylene.
- Fifty (50) cylinders oxygen.
- Twenty (20) cylinders CO2 25% Argon 75%.
- Two hundred (200) lbs. of 7018 x 1/8" electrodes.
- Six hundred (600) lbs. 7018 x 3/16" electrodes.
- Six hundred (600) lbs. wire E 71T-1 / T-9 x .45 flux-core
- Nine hundred (900) lbs. wire E 71T-1 / T-9 x 1/16". flux-core
- Twenty-four (24) torch tips.
- Two hundred (200) pcs. welding tips.
- One hundred (100) 4 1/2" grinding wheels.
- One hundred (100) 7" grinding wheels.
- Thirty (30) pcs wire wheels.

VENDOR SERVICES

- Transportation of all fabricated materials and consumables as required from Houston, TX to Freeport, TX
- Rental of one (1) 220KW diesel generator including fuel for duration of work.
- Rental of eight (8) pcs. welding wire feed machines sets including cables for duration of work.

TERMS OF SALE: IF THIS ACCOUNT IS NOT PAID WITHIN 30 DAYS FROM THE DATE OF SERVICE THE UNDERSIGNED AGREES TO PAY INTEREST ON THE BALANCE DUE AT THE RATE OF 1.25% PER MONTH (18% ANNUAL PERCENTAGE RATE) UNTIL THE ACCOUNT IS PAID IN FULL. THE UNDERSIGNED AGREES THAT IF THIS ACCOUNT IS REFERRED TO AN ATTORNEY FOR COLLECTION THAT THE UNDERSIGNED WILL PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEY'S FEES.



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M/V KANG SHENG KOU

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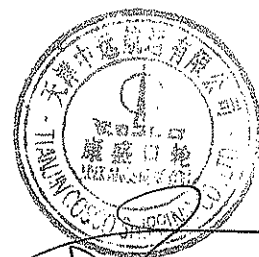
- Rental of four (4) pcs. power transformers and distribution blocks including cables for duration of work.
- Room and board for thirty-four (34) technicians for duration of work.

LABOR USED ONBOARD

	DATE	FROM	TO	WLN
MON	09-28-09	1300	1700	34
TUE	09-29-09	0700	1300	34
TUE	09-29-09	1300	2000	20
TUE	09-29-09	2000	2400	13
WED	09-30-09	0001	0700	13
WED	09-30-09	0700	0800	33
WED	09-30-09	0800	1900	20
WED	09-30-09	1900	2000	33
WED	09-30-09	2000	2400	13
THU	10-01-09	0001	0700	13
THU	10-01-09	0700	0800	33
THU	10-01-09	0800	1900	20
THU	10-01-09	1900	2000	33
THU	10-01-09	2000	2400	13
FRI	10-02-09	0001	0700	13
FRI	10-02-09	0700	0800	33
FRI	10-02-09	0800	1900	20
FRI	10-02-09	1900	2000	34
FRI	10-02-09	2000	2400	14
SAT	10-03-09	0001	0700	14
SAT	10-03-09	0700	0800	34
SAT	10-03-09	0800	1900	20
SAT	10-03-09	1900	2000	34
SAT	10-03-09	2000	2400	14
SUN	10-04-09	0001	0700	14
SUN	10-04-09	0700	0800	34
SUN	10-04-09	0800	1900	20
SUN	10-04-09	1900	2000	34
SUN	10-04-09	2000	2400	14
MON	10-05-09	0001	0700	14
MON	10-05-09	0700	0800	34
MON	10-05-09	0800	2000	20

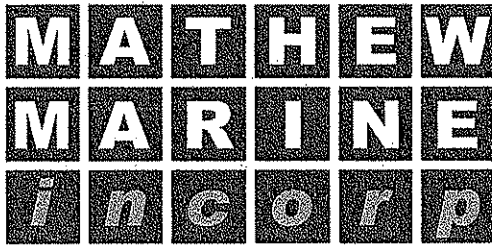
Vessel Representative

Master



TERMS OF SALE: IF THIS ACCOUNT IS NOT PAID WITHIN 30 DAYS FROM THE DATE OF SERVICE, THE UNDERSIGNED AGREES TO PAY INTEREST ON THE BALANCE DUE AT THE RATE OF 1.25% PER MONTH (15% ANNUAL PERCENTAGE RATE) UNTIL THE ACCOUNT IS PAID IN FULL. THE UNDERSIGNED AGREES THAT IF THIS ACCOUNT IS REFERRED TO AN ATTORNEY FOR COLLECTION THAT THE UNDERSIGNED WILL PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEY'S FEES.

EXHIBIT F



TM

PHYSICAL: 4001 NAVIGATION BLVD, HOUSTON, TX 77003
 EMAIL: INFO@MATHEWMARINE.COM

TEL: 713-227-4004
 FAX: 713-227-2666

INTERIM INVOICE

SOLD: M/V KANG SHENG KOU
 c/o Far East Marine Service, Inc.
 8833 Knight Rd
 Houston, TX 77054-4301

DATE : October 5, 2009
INVOICE NO. : 1005106-9
ORDER NO. : 29106
P.O. NO. : SATO
TERMS : 50 %COD / 50%NET30

FURNISH NECESSARY LABOR, EQUIPMENT AND MATERIAL CARRY OUT THE FOLLOWING REPAIRS FOR THE ABOVE NAMED VESSEL.

A. MAIN DECK INSTALLATION

- Transported all fabricated pcs. material and equipment form our facility in Houston, TX to vessel in Freeport, TX.
- Setup all necessary equipment and material onboard vessel and began perform hotwork upon receipt of hot work permit form Chemist.
- Using one (1) vessel forklift installed all vessel supplied cribbing woods measuring 12" x 12" x 12' to create necessary supports totaling 52" height to support four (4) boats to be loaded on deck in locations specified by Far East and vessel representatives.
- Fabricate approximately one hundred (100) pcs. cribbing supports measuring approximately 48" height x 36" width using 4" x 4" x 3/8" angle bar. and weld in place behind and in front of cribbing support to keep all wood upright.
- Fabricated and installed approximately one hundred (100) pcs. cribbing straps and welded onto all cribbing supports and to deck as required.
- Install three (3) pcs. 5m guidepost and found two (2) guide posts to be severely uneven and required multiple passes of weld totaling approximately 30mm width to properly weld guide posts to deck.
- Install three (3) pcs. 10m guidepost and found all guide posts to be severely uneven and required multiple passes of weld totaling approximately 30mm width to properly weld guide posts to deck.
- Install two (2) pcs. 6m guidepost and found all guide posts to be severely uneven and required multiple passes of weld totaling approximately 30mm width to properly weld guide posts to deck.

DUNS# 361561004

TERMS OF SALE: IF THIS ACCOUNT IS NOT PAID WITHIN 30 DAYS FROM THE DATE OF SERVICE THE UNDERSIGNED AGREES TO PAY INTEREST ON THE BALANCE DUE AT THE RATE OF 1.25% PER MONTH (18% ANNUAL PERCENTAGE RATE) UNTIL THE ACCOUNT IS PAID IN FULL. THE UNDERSIGNED AGREES THAT IF THIS ACCOUNT IS REFERRED TO AN ATTORNEY FOR COLLECTION THAT THE UNDERSIGNED WILL PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEY'S FEES.



INVOICE NO.: 1005106-9

PAGE: 2 of 6

M/V KANG SHENG KOU

- Placed twenty-eight (28) pcs. seafasting and fourteen (14) strongboxes in approximately location of where they are to be installed and tacked to deck so as to not move when boats are loaded.
- Cleaned up work area inspected by Far East and vessel representative and found to be in good order.

MATERIALS USED ONBOARD

- Thirty (30) cylinders acetylene.
Total cost.....Each cost...\$ 75.00 x 30.....\$ 2,250.00
- Fifty (50) cylinders oxygen.
Total cost.....Each cost...\$ 20.00 x 50.....\$ 1,000.00
- Twenty (20) cylinders Argon C25.
Total cost.....Each cost...\$ 90.00 x 20.....\$ 1,800.00
- Two hundred (200) lbs. of 7018 x 1/8" electrodes.
Total cost.....Each cost....\$ 2.95 x 200.....\$ 590.00
- Six hundred (600) lbs. 7018 x 3/16" electrodes.
Total cost....Each cost....\$ 2.95x 600.....\$ 1,770.00
- Six hundred (600) lbs. wire E 71T-1 / T-9 x .45 flux-core
Total cost.....Each cost...\$ 3.85 x 600.....\$ 2,310.00
- Nine hundred (900) lbs. wire E 71T-1 / T-9 x 1/16". flux-core
Total cost.....Each cost...\$ 3.85 x 900.....\$ 3,465.00
- Thirty (30) pcs wire wheels.
Total cost.....Each cost...\$19.80 x 30.....\$ 594.00
- Twenty-four (24) torch tips.
Total cost.....Each cost...\$ 12.00 x 24.....\$ 288.00
- Two hundred (200) welding tips.
Total cost.....Each cost...\$ 1.50 x 200.....\$ 300.00
- One hundred (100) 4 1/2" grinding wheels.
Total cost.....Each cost...\$ 4.50 x 100.....\$ 450.00

DUNS# 361561004

TERMS OF SALE: IF THIS ACCOUNT IS NOT PAID WITHIN 30 DAYS FROM THE DATE OF SERVICE THE UNDERSIGNED AGREES TO PAY INTEREST ON THE BALANCE DUE AT THE RATE OF 125% PER MONTH (15% ANNUAL PERCENTAGE RATE) UNTIL THE ACCOUNT IS PAID IN FULL. THE UNDERSIGNED AGREES THAT IF THIS ACCOUNT IS REFERRED TO AN ATTORNEY FOR COLLECTION THAT THE UNDERSIGNED WILL PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEY FEES.



INVOICE NO.: 1005106-9

PAGE: 3 of 6

M/V KANG SHENG KOU

- One hundred (100) 7" grinding wheels.

Total cost.....Each cost...\$ 7.75 x 100.....\$ 775.00

TOTAL COST FOR MATERIALS USED ONBOARD.....\$ 15,592.00

VENDOR SERVICES

- Transportation of all fabricated materials and consumables as required from Houston, TX to Freeport, TX

Total cost.....Each trip...\$500.00 x 5 trips.....\$ 2,500.00

- Rental of one (1) 220KW diesel generator including fuel for duration of work.

Total cost.....Each day cost...\$450.00 x 8 days.....\$ 3,600.00

- Rental of eight (8) pcs. welding wire feed machines sets including cables for duration of work.

Total cost.....Each day cost...\$90.00 x 8 days x 8 sets.....\$ 5,760.00

- Rental of four (4) pcs. power transformers and distribution blocks including cables for duration of work.

Total cost.....Each day cost...\$115.00 x 8 days.....\$ 920.00

- Room and board for thirty-four (34) technicians for duration of work.

Total cost.....Each day cost...\$100.00 x 8 days x 34 technicians.....\$27,200.00

TOTAL COST FOR VENDOR SERVICE.....\$39,980.00

DUNS# 361561004

TERMS OF SALE: IF THIS ACCOUNT IS NOT PAID WITHIN 30 DAYS FROM THE DATE OF SERVICE THE UNDERSIGNED AGREES TO PAY INTEREST ON THE BALANCE DUE AT THE RATE OF 1.25% PER MONTH (18% ANNUAL PERCENTAGE RATE) UNTIL THE ACCOUNT IS PAID IN FULL. THE UNDERSIGNED AGREES THAT IF THIS ACCOUNT IS REFERRED TO AN ATTORNEY FOR COLLECTION THAT THE UNDERSIGNED WILL PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEY'S FEES.



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M/V KANG SHENG KOU

LABOR USED ONBOARD

DATE	FROM	TO	W/HR	SJ	OJ	LT	MIN	TOTAL HRS
MON 09-28-09	1300	1700	4	4			34	136
TUE 09-29-09	0700	1300	6	6			34	204
TUE 09-29-09	1300	1600	4	4			20	80
TUE 09-29-09	1600	2000	4	4	2		20	120
TUE 09-29-09	2000	2400	4	4			13	52
WED 09-30-09	0001	0500	4	4			13	52
WED 09-30-09	0500	0700	2	2	1		13	39
WED 09-30-09	0700	0800	1	1	.5		33	49.5
WED 09-30-09	0800	1700	8	8			20	160
WED 09-30-09	1700	1900	2	2	1		20	60
WED 09-30-09	1900	2000	1	1	.5		33	49.5
WED 09-30-09	2000	2400	4	4			13	52
THU 10-01-09	0001	0500	4	4			13	52
THU 10-01-09	0500	0700	2	2	1		13	39
THU 10-01-09	0700	0800	1	1	.5		33	49.5
THU 10-01-09	0800	1700	8	8			20	160
THU 10-01-09	1700	1900	2	2	1		20	60
THU 10-01-09	1900	2000	1	1	.5		33	49.5
THU 10-01-09	2000	2400	4	4			13	52
FRI 10-02-09	0001	0500	4	4			13	52
FRI 10-02-09	0500	0700	2	2	1		13	39
FRI 10-02-09	0700	0800	1	1	.5		33	49.5
FRI 10-02-09	0800	1700	8	8			20	160
FRI 10-02-09	1700	1900	2	2	1		20	60
FRI 10-02-09	1900	2000	1	1	.5		34	51
FRI 10-02-09	2000	2400	4	4			14	56
SAT 10-03-09	0001	0500	4	4			14	56
SAT 10-03-09	0500	0700	2	2	1		14	42
SAT 10-03-09	0700	0800	1	1	.5		34	51
SAT 10-03-09	0800	1700	8	8	4		20	240
SAT 10-03-09	1700	1900	2	2	1		20	60
SAT 10-03-09	1900	2000	1	1	.5		34	51
SAT 10-03-09	2000	2400	4	4	2		14	84
SUN 10-04-09	0001	0500	4	4	4		14	112
SUN 10-04-09	0500	0700	2	2	2		14	56
SUN 10-04-09	0700	0800	1	1	1		34	68
SUN 10-04-09	0800	1700	8	8	8		20	320
SUN 10-04-09	1700	1900	2	2	2		20	80
SUN 10-04-09	1900	2000	1	1	1		34	68
SUN 10-04-09	2000	2400	4	4	4		14	112

DUNS# 361561004

TERMS OF SALE: IF THIS ACCOUNT IS NOT PAID WITHIN 30 DAYS FROM THE DATE OF SERVICE THE UNDERSIGNED AGREES TO PAY INTEREST ON THE BALANCE DUE AT THE RATE OF 1.25% PER MONTH (15% ANNUAL PERCENTAGE RATE) UNTIL THE ACCOUNT IS PAID IN FULL. THE UNDERSIGNED AGREES THAT IF THIS ACCOUNT IS REFERRED TO AN ATTORNEY FOR COLLECTION THAT THE UNDERSIGNED WILL PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEY'S FEES.



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M/V KANG SHENG KOU

MON	10-05-09	0001	0500	4	4	2		14	84
MON	10-05-09		0500	2	2	1		14	42
MON	10-05-09		0700	1	1	.5		34	51
MON	10-05-09		0800	8	8			20	160
MON	10-05-09		1700	3	3	1.5		20	90
Total:									3,810.5

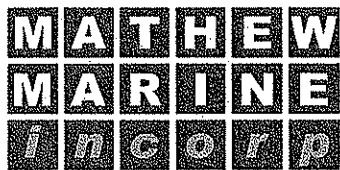
TOTAL HOUR.....3,810.5

TECHNICIAN HOURS.....3,810.5 X \$48.00 PER HOUR.....\$ 182,904.00

TOTAL LABOR\$ 182,904.00

DUNS# 361561004

TERMS OF SALE: IF THIS ACCOUNT IS NOT PAID WITHIN 30 DAYS FROM THE DATE OF SERVICE THE UNDERSIGNED AGREES TO PAY INTEREST ON THE BALANCE DUE AT THE RATE OF 1.25% PER MONTH (18% ANNUAL PERCENTAGE RATE) UNTIL THE ACCOUNT IS PAID IN FULL. THE UNDERSIGNED AGREES THAT IF THIS ACCOUNT IS REFERRED TO AN ATTORNEY FOR COLLECTION THAT THE UNDERSIGNED WILL PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEY'S FEES.



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M/V KANG SHENG KOU

Summary

A- MATERIAL USED ONBOARD.....\$ 15,592.00

B- VENDOR SERVICES.....\$ 39,980.00

C- LABOR USED ONBOARD.....\$ 182,904.00

Total \$ 238,475.00=====
Total of this invoice.....\$ 238,475.00

(TWO HUNDRED THIRTY EIGHT THOUSAND FOUR HUNDRED SEVENTY-FIVE & 00/100)

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